UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD

MERCY INC., d/b/a
AMERICAN MEDICAL RESPONSE

and

Cases 28-CA-094125 28-CA-094172

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107

DECISION AND ORDER

Statement of the Cases

On June 4, 2013, Mercy Inc., d/b/a American Medical Response (the Respondent), Service Employees International Union, Local 1107 (the Union), and the Acting General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act, as amended, and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following:

Findings of Fact

1. The Respondent's business

The Respondent is a Delaware corporation with an office and place of business in Las Vegas, Nevada. The Respondent provides medical transport services.

In conducting its business operations in Las Vegas during the 1-year period ending December 3, 2012, the Respondent performed services in excess of \$50,000 in states other than the State of Nevada.

The Respondent is now, and has been at all material times, an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The labor organization involved

Service Employees International Union, Local 1107 is a labor organization within the meaning of Section 2(5) of the Act.

At all material times the Union has been the designated exclusive collective-bargaining representative of the unit and has been recognized as the representative by the Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from April 9, 2009, until March 31, 2012.

At all material times the Union, based on Section 9(a) of the Act, has been the exclusive collective-bargaining representative of the unit.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation and the entire record and pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board orders that:

Mercy Inc., d/b/a American Medical Response, Las Vegas, Nevada, its officers, agents, successors and assigns, shall:

1. Cease and desist from

- (a) Refusing to bargain collectively with Service Employees International Union, Local 1107 (the Union) by refusing to provide or delaying in providing to the Union requested information that is necessary and relevant in order to perform its duties as the exclusive collective-bargaining representative of the unit for the Respondent's Las Vegas, Nevada employees.
- (b) Bypassing the Union and dealing directly with employees in the unit by soliciting employees to sign a waiver of their rights to Union representation during an interview by the Respondent that its employees have reasonable cause to believe would result in disciplinary action being taken against them.
- (c) Promulgating and maintaining an overly-broad and discriminatory rule by issuing and maintaining as part of the Respondent's Operations Policy and Procedure Manual-Policy on Incident Review Boards and applying to its employees the requirement that discussion of details regarding incidents is permitted only with American Medical Response Supervisors or Managers involved in investigating the incident.

- (d) Soliciting employees to sign a waiver of their rights to Union representation during an interview by the Respondent that its employees have reasonable cause to believe would result in disciplinary action being taken against them.
- (e) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
- 2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) On request, furnish the Union with requested information which is relevant and necessary for the Union to carry out its obligations as the exclusive collective-bargaining agent of the unit.
- (b) To the extent not already provided, unconditionally provide the documents requested by the Union with regard to investigatory interviews conducted by the Respondent, including but not limited to:
 - (1) The names and corresponding *Weingarten* investigation dates of all bargaining unit employees who were presented verbal notification of and/or requested to sign Union waiver forms during a *Weingarten* investigation by AMR employees from 7/6/12 to 11/30/12; and
 - (2) Copies of attached form of Waiver for Union Representation that may be associated with the employees listed below prior to or during their investigations/meetings:

Melissa Doney – 9/6/12 Edgar Vargas – 9/10/12 April Hall – 9/11/12 and 9/19/12 Mike Digaetano – 9/12/12 Alex Ocampo – 9/28/12 and 10/2/12 Cheri McDermott – 10/1/12

- (c) Rescind and cease giving effect to the Employee Operations Policy and Procedure Manual under the heading "Policy on Incident Review Boards" that provides: "Discussion of details regarding incidents is permitted only with American Medical Response Supervisors or Managers involved in investigating the Incident."
- (d) Within 14 days of service by Region 28 of the National Labor Relations Board, post at all of its Las Vegas, Nevada facilities copies of the attached notice marked "Appendix." Copies of the notices, on forms provided by Region 28, after being

signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notices to all current employees and former employees employed by the Respondent at any time since December 3, 2012.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certificate of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., September 9, 2013.

Mark Gaston Pearce,	Chairman
Philip A. Miscimarra,	Member
Kent Y. Hirozawa,	Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the National Labor Relations Board An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose representatives to bargain with us on your behalf;
Act together with other employees for your benefit and
protection;
Choose not to engage in any of these protected activities.

WE WILL NOT fail to bargain with your collective-bargaining representative, Service Employees International Union, Local 1107 (the Union) as the representative of the following appropriate unit including Critical Care Transport Paramedics:

All full-time and part-time paramedics, EMT-1's and EMT's employed by Respondent at its Las Vegas facility and excludes all other employees, office clerical employees, supply employees, dispatchers, special event employees, transporters, field training officers, guards and supervisors as defined under the National Labor Relations Act.

WE WILL NOT bypass your Union and deal directly with you by requesting you waive your rights to Union representation.

WE WILL NOT refuse to bargain collectively with the Union by refusing to provide the Union with requested information that is necessary and relevant in order to perform its duties as your exclusive bargaining representative.

YOU HAVE THE RIGHT to discuss discipline and other terms and conditions of your employment with others, including the Union, and WE WILL NOT do anything to interfere with your exercise of that right.

WE WILL NOT request that you sign a Union Waiver form waiving your rights to Union representation during an interview.

WE WILL NOT maintain or enforce an overly-broad and discriminatory provision in our Employee Operations Policy and Procedure Manual under the heading "Policy on Incident Review Boards" that contains the following language:

Discussion of details regarding incidents is permitted only with American Medical Response Supervisors or Managers involved in investigating the incident.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, to the extent we have not already done so, provide without condition the information requested by the Union regarding names and corresponding investigation dates of all bargaining unit employees who were requested to sign Union Waiver forms during investigative interviews for the period July 6, 2012 through November 30, 2012.

WE WILL, to the extent we have not already done so, provide without condition the information requested by the Union regarding Union Waiver forms presented to employees during investigatory interviews.

WE WILL revise or rescind the provision in our Employee Operations Policy and Procedure Manual under the heading "Policy on Incident Review Boards" that contains the following language:

Discussion of details regarding incidents is permitted only with American Medical Response Supervisors or Managers involved in investigating the incident.

		MERCY, INC., d/b/a AMERICAN MEDICAL RESPO	
		(Employer)	
Dated	By:		
	<i>,</i>	(Representative)	(Title)